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ATHLETIC TOUR AGREEMENT

THIS ATHLETIC TOUR AGREEMENT (the "**Agreement**") is effective as of ~~November 27, 2018~~ on the date of signature ("the **Effective Date**"), by and between Iowa State University (the "**University**"), and Anthony Travel, LLC. ("**AT**"). Each of University and AT is a "**Party**", and are, collectively, the "**Parties**."

WHEREAS, University desires to send its Men's Basketball **TEAM** and certain other employees and personnel (collectively, the "**Traveling Group**") on an International Basketball Tour, and as further described herein (the "**TOUR**"); and




WHEREAS, AT desires to arrange for, and otherwise provide services to the University related to the TOUR, for the Traveling Group.

NOW THEREFORE, In consideration of the mutual promises contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. AT Responsibilities

- a. The TOUR will consist of 11 days of travel | 9 nights of hotel accommodations.
- b. The TOUR shall begin with the arrival of the Traveling Group in Rome, Italy (FCO) on August 11, ~~2018~~ **2019** (the "**Arrival Date**") and shall conclude with the arrival of the Traveling Group from Venice, Italy (VCE) on August 20, ~~2018~~ **2019** (the "**Return Date**"). ~~2019~~
- c. AT shall arrange for, and provide the Traveling Group, the following:
 - i. All ground transportation needed in connection with the TOUR while abroad.
 1. Ground transportation includes travel from Rome – Florence via high speed train
 - ii. Double-occupancy hotel accommodations for the duration of the TOUR.
 1. All hotels will be centrally located and meet a minimum of a four-star rating.
 - iii. Breakfast meals each morning for the duration of the TOUR after first overnight stay
 - iv. Hosted welcome & farewell dinners at local restaurants on the first and last evenings of the TOUR.
 - v. Sightseeing tours, excursions, tour guides and associated fees during the TOUR, as indicated on itinerary.
 - vi. Provide industry standard gratuities to tour manager, bus driver and local tour guides.
 - vii. Three basketball games with pro/club teams, with final names and venues provided to University 30 days prior to departure.
 - viii. A Bi-Lingual and / or local AT escort to accompany and serve as a guide to the Traveling Group for the duration of the TOUR.
 - ix. 24/7 On-Site assistance from AT event professional for duration of tour including direct assistance with departure and return flights.
- d. AT reserves the right to adjust the departure dates, arrival dates, departure airport and arrival airport based on a preferred flight schedule or game opponent. Any change of this nature will be communicated to University prior to 180 days before departure.

- e. AT shall deliver to University a technical Itinerary, which shall include the pro/club teams referenced in this Section, no earlier than thirty (30) days prior to the Departure Date set forth above, for review and formal acknowledgement and, by initialing below, the University hereby acknowledges final itinerary for tour may not be available before this time.

University   AT 

- f. AT will inform University about any passport, visa and other such requirements, about which they are reasonably knowledgeable. However, it shall be the exclusive responsibility of the Traveling Group and/or University to obtain all necessary travel documents and for complying with the laws of each country from, through, or to which it desires to travel and, unless applicable laws provide otherwise, shall indemnify AT by reason of Traveling Group or University's failure to do so, and AT shall not be liable for any and all costs, damages and expenses in connection with the failure to procure such necessary documentation.
- g. AT, at the request of the University, shall suggest a third-party vendor(s) to discuss options for the independent purchase of travel insurance. AT shall provide any necessary documentation (i.e. proof of travel), upon request, so that University and/or the Traveling Group can secure appropriate coverage for the Traveling Group, including travel/trip insurance, cancel for any reason coverage, and event insurance.

2. University Responsibilities

- a. University shall make payment to AT, for the services contained herein per the terms of Section 3 of this Agreement.
- b. University shall be solely responsible for informing the Traveling Group about any travel requirements including, but not limited to, passport, visa and inoculation requirements and shall ensure satisfactory compliance of the same.
- c. University shall inform the Traveling Party that travel/trip/event insurance, including, without limitation, cancel for any reason coverage, is not included in the package price in Section 3 of this Agreement and is not otherwise provided in connection with AT's services under this Agreement.
- d. University shall inform each member of the Traveling Group that all incidental expenses incurred by each member during the TOUR are, unless otherwise expressly indicated by AT, his/her sole responsibility.
- e. University shall deliver to AT a complete and legal Manifest (the "Manifest") that includes the required information for all members of the Traveling Group, on or before May 15, 2019. University represents and warrants that the Manifest accurately describes the passengers and/or equipment, actually contained, in the Manifest, and that AT shall be entitled to rely thereon without any independent investigation.

3. Fees and Payments

- a. In consideration of AT Responsibilities scheduled in Section 1 of this Agreement and arranging for, and otherwise providing, services, accommodations for and amenities related to, the TOUR, University shall pay to AT a package price per traveling member as scheduled in this Section.

b. Double Occupancy Package Price

- i. Based on a minimum of 28 and a maximum of 50 Full Paid Travelers (as defined below), the Double Occupancy Package Price shall [REDACTED].
 - 1. A "Full Paid Traveler" is defined as a member of the Traveling Group who is booked in a double occupancy or single occupancy package only per the terms outlined in this Agreement. Any other person (*i.e. family of staff, pro-rated travelers*) who purchases travel package in connection with this TOUR at any price and/or rate that is not the single or double occupancy rate, shall not be considered a Full Paid Traveler for the purposes of this Agreement.
 - 2. Should the minimum number of Full Paid Travelers fall below the requirement noted in this section, at any time, AT reserves the right to adjust the package price listed.
 - 3. The Double Occupancy Package Price listed in this section is not guaranteed until AT receives Deposit (as defined below).

c. Single Occupancy Supplement




- i. Due to hotel policies, an additional charge, [REDACTED] will be added to the Double Occupancy Package Price, for members of the Traveling Group wishing to stay in a single occupancy room (the "Single Occupancy Supplement Price").
- ii. The Single Occupancy Supplement Price listed in this section is not guaranteed until AT receives Deposit (as defined below).

d. Family Package Price

- i. Travelers purchasing family packages must be paired with a Full Paid Traveler who has also purchased a Single Occupancy Supplement. Family members traveling with a Full Paid Traveler will be charged a reduced rate for the Tour elements, which shall not include a charge for airfare (the "Family Package Price"). The Family Package Price shall [REDACTED] and will only be provided once the minimum number of travelers listed in section 3(b)1 is met.
- ii. The Family Package Price listed in this section is not guaranteed until AT receives the Deposit (as defined below).

e. Payment Schedule

- i. University shall pay the costs associated with the Traveling Group's participation in the TOUR pursuant to the schedule outlined in this Section.
- ii. A Deposit for the Traveling Group equal to [REDACTED] shall be paid to AT by University upon execution of this Agreement (the "Deposit").
- iii. University Agrees to pay [REDACTED] per expected traveler on or before February 15, 2019.
- iv. University shall pay to AT any and all remaining charges, expenses, and/or balances owed to AT in connection with the TOUR (the "Final TOUR Balance") no later than June 1, 2019.
- v. University acknowledges that Final TOUR Balance will be paid to AT via Wire or Electronic ACH.

University   AT 

4. Cancellation

- a. The University may cancel this Agreement by providing notice to AT, in writing, within five (5) business days of any decision to cancel. In the event that such a cancellation occurs, the parties agree that the University will be responsible for the following cancellation terms:
 - i. **Between time of executing this Agreement & 90 days before the Departure Date**
 1. The University shall be solely responsible for any and all non-refundable deposits paid out to vendors and service providers on behalf of the University and/or the Traveling Group and all unrecoverable fees, including, without limitation, the cost of labor/ staff associated with the planning of the TOUR.
 - ii. **Between 90 days and 60 days before the Departure Date**
 1. The University shall be solely responsible for any and all non-refundable deposits paid out to vendors and service providers on behalf of the University and/or the Traveling Group and all unrecoverable fees, including, without limitation, the cost of labor/ staff associated with the planning of the TOUR.
 2. Without limiting the foregoing, the parties acknowledge and agree that a cancellation described under this section would cause AT to suffer damages of a type and amount not reasonably certain at the time of execution of this agreement and, because of this uncertainty, University agrees to pay, as liquidated damages, to AT 90% of the product of (i) the expected number of members in the Traveling Group at the time of execution and (ii) the Double Occupancy Package Price.
 - iii. **After the Final TOUR Balance has been paid, the TOUR is non-refundable.**
 1. If the University cancels the TOUR within 60 days of departure, AT shall be entitled to: (i) retain all sums received; (ii) receive the Final TOUR Balance (if not already paid); and (iii) any and all non-refundable deposits paid out to vendors and service providers on behalf of the University and/or the Traveling Group and all unrecoverable fees, including, without limitation, the cost of labor/ staff associated with the planning of the TOUR that has occurred within 60 days of the Departure Date.
 - iv. AT shall make a good faith effort to recover the costs associated with any such cancellations from any third-party service providers including, without limitation, any vendors and/or hotels and reduce the cancellation costs described above where applicable, in AT's sole discretion. The parties acknowledge that time is of the essence regarding cancellations.
- b. **"Force Majeure Event"** means, in relation to either Party, any circumstances beyond the reasonable control of either Party, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).
 - i. Neither Party shall be deemed to be in breach of these terms and conditions or otherwise be liable to the other Party, by reason of delay in performance, or by non-performance, of any of its obligations hereunder solely to the extent that any such delay or non-performance is due to any Force Majeure Event, including for international travel as defined by the United States State Department Travel Warnings [<http://travel.state.gov/content/passports/english/alertswarnings.html>] and for domestic travel as defined by the National Terrorism Advisory System

[<http://www.dhs.gov/national-terrorism-advisory-system#>] and further as defined by travel insurance and Event Insurance coverage of events.

- ii. If the University, AT, and/or any of AT's travel suppliers, are affected by Force Majeure Event, the affected Party shall promptly notify the other Party in writing, specifying the Force Majeure Event, and propose a mutually beneficial resolution in light of such event, and insurance coverage. Resolution may include, without limitation, options to vary or cancel any itinerary or arrangement in relation to the trip. Notwithstanding anything to the contrary contained herein, payment of any refund by AT to the University as a result of the non-performance of any obligations hereunder shall remain in its sole and reasonable discretion, although AT shall use its reasonable efforts to reimburse the University where deemed appropriate and possible. However, AT shall be entitled to deduct from any refund the reasonable, actual, and potential costs to AT resulting from the Force Majeure Event and applicable cancellation fees. The purchase of Travel Insurance, including "Cancel for Any Reason" coverage, and Event insurance is always recommended.
- iii. Regarding civil unrest, once each party has investigated the prevailing situation, as it deems fit, if the University has not purchased Cancel for Any Reason insurance coverage or Event insurance with appropriate coverage, the University may in such circumstances cancel the trip subject to AT's and each supplier's terms and conditions.

5. Fans, Donors & Ancillary Travelers

- a. AT acknowledges that University may require their invited guests on the TOUR (i.e. invited fans, donors, families of staff, etc.) to pay AT directly for their cost(s) of the TOUR. However, in the event that the University decides to cancel the TOUR, for any reason other than a Force Majeure Event the University acknowledges and agrees to pay to AT, on behalf of the invited guest, any and all non-refundable deposits paid out to vendors and service providers on behalf of the invited guest, University and/or the Traveling Group and all unrecoverable fees, including, without limitation, the cost of labor/ staff associated with the planning of the TOUR. Once the University has made such payment(s) to AT, the invited guest would no longer be held liable under AT's reservation cancellation policies so long as the invited guest has confirmed their travel arrangements for the TOUR through AT.

6. Representations and Warranties

- a. Each Party represents and warrants that it has full power and authority to enter into this Agreement, and to grant any rights it may be granting hereunder. Except as may otherwise be expressly set forth herein, each Party shall retain any and all of its rights of any kind or nature whatsoever, not granted hereunder.
- b. Each Party represents and warrants that it shall comply with all federal, state and local laws, as well as any and all NCAA and other relevant association/federation rules and regulations, applicable to its activities and conduct hereunder.

7. Indemnification and Insurance

- a. University agrees to indemnify and hold harmless AT and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the "**AT Indemnified Parties**") from and against any and all claims, suits, judgments, losses and expenses of any nature whatsoever (including attorneys' fees) (collectively "**Losses**") suffered or incurred by AT Indemnified Parties to the extent caused by, related to or in connection with (i) University's breach of this Agreement,

including, without limitation, any of University's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of University and/or University's officers, directors, principals, employees, guests and/or any other entity or personnel that is, was or should have been under University's control or supervision.

- b. AT agrees to indemnify and hold harmless University and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the **"University Indemnified Parties"**) from and against any and all Losses suffered or incurred by the University Indemnified Parties to the extent caused by, related to or in connection with (i) AT's breach of this Agreement, including, without limitation, any of AT's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of AT and/or AT's officers, directors, principals, employees and/or any other entity or personnel that is, was or should have been under AT's control or supervision.
- c. Without in any way limiting the parties' respective indemnification obligations hereunder, ~~the University and AT shall each~~ maintain adequate commercial general liability and workers compensation insurance at their own expense protecting the parties from claims resulting from the performance under this Agreement. ~~Each party~~ and shall name ~~the other~~ University as additional insured on such policies. University is self-insured. It is recommended that all members of the Traveling Group secure optional travel insurance for the TOUR, this insurance is completely optional and at the financial responsibility of the individual member. Additionally, it is recommended that University and/or the members of the Traveling Group look into purchasing "Cancel for Any Reason" travel insurance; AT does not offer, nor does AT's obligations hereunder include, any such coverage.

8. Confidentiality, Non-Disclosure, Non-Disparagement

- a. To the extent authorized by law, the Parties may wish, from time to time, in connection with the services contemplated hereunder, to disclose confidential and/or proprietary information to each other (**"Confidential Information"**). Confidential Information means the terms of this Agreement and the existence thereof, all knowledge, information and materials, whether of a creative, technical or financial nature or otherwise relating to the business or affairs of the Parties (including without limitation any subsidiary or affiliated entity thereof), including all documentation, creative, operational, marketing and development plans, copyrights, ideas, business plans, financial information, customer lists, memoranda, notes, analyses, compilations, studies and other materials. Each Party will use best efforts to prevent the disclosure of any of the other Party's Confidential Information to any third-parties not intended to receive, or otherwise approved, in writing, to receive, such Confidential Information; provided, however, that the receiving Party's obligation shall not apply to information that: (i) is already in the receiving Party's lawful possession at the time of disclosure thereof; (ii) is or later becomes part of the public domain, through no fault of the receiving Party; (iii) is received from a third-party having no obligations of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; or (v) is required by law or regulation to be disclosed. The Parties, nor any of their officers, directors, principals, representatives or employees will, directly or indirectly, disparage or otherwise discredit the other Party, any of its respective clients, representatives, employees, shareholders or other affiliated persons or entities, or any of its products, services or operations in any manner whatsoever.

9. General Considerations

- a. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and sent as follows:

If the University, to: Iowa State University
Athletic Department
Attn: Micah Byars | Director of Basketball Operations
Sukup Basketball Practice Complex
1011 South Dakota Avenue
Ames, IA 50011

If AT, to: Anthony Travel, LLC.
P.O. Box 1086
Notre Dame, IN 46556
Attn: Darren Cohen | Senior Event Manager, International

and

On Location Events, LLC
805 Third Avenue, 31st Floor
New York, NY 10022
Attn: Brian McEntee | General Counsel

- b. The Parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever.
- c. This Agreement contains the entire agreement between the Parties and supersedes any other prior understandings, written or oral, between the Parties with respect to the subject matter contained herein. The Parties acknowledge and agree that, in entering in to the agreement, they have not in any way relied upon any oral or written agreements, understandings, representations or warranties, express or implied, not specifically set forth in this agreement. No variations, modifications, or changes to this Agreement are binding on any Party to the Agreement unless set forth in a document duly executed by or on behalf of such Parties. To the extent there is a conflict between this Agreement and another executed document between the Parties related to the subject matter contained herein (whether such other document is executed before or after this Agreement), the terms of this Agreement control except to the extent that the other document specifically identifies a section of this Agreement and states that it is amending that particular section.
- d. University understands and acknowledges that through the provision of its TOUR services, AT is not directly providing, without limitation, any transportation services, lodging, and or other hospitality services; as such, AT shall not be liable for any and all injuries, including, without limitation, death, liabilities, claims, costs, damages, expenses, fines, and/or penalties resulting from, without limitation, any such transportation, lodging, and or other hospitality services provided by other third parties.

- e. UNIVERSITY HEREBY AGREES THAT AT'S TOTAL LIABILITY HEREUNDER SHALL BE LIMITED TO THE TOTAL FEES AND EXPENSES ACTUALLY PAID TO AT BY UNIVERSITY PURSUANT TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THIS AGREEMENT.

10. Expiration of Financial Terms

- a. The financial terms and payment schedule outlined in Section 3 of this Agreement are guaranteed based on an execution of this Agreement by Monday, December 31, 2018 and a Deposit made pursuant to the terms of this Agreement. After Monday, December 31, 2018, AT will make every effort to secure the best rates available for the accommodations requested but does not guarantee that they will be equal to the costs listed in Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

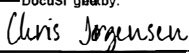
[Iowa State University]

By:

Name:

Title:

Date:

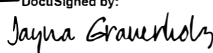
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Christopher Jorgensen
Senior Associate Director Athletics
cjorg@iastate.edu
1/9/2019

By:

Name:

Title:

Date:

DocuSigned by:

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Jayna Grauerholz
Procurement Agent
jayna@iastate.edu
1/8/2019


Anthony Travel, LLC.

By:

Name:

Title:

Date:

DocuSigned by:

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Darren Cohen
Senior Event Manager, International
DarrenCohen@anthonytravel.com
1/10/2019